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| PRODUCER'S CODE NY 311559 920 | NAME AND LOCATION Marsh & McLennan | PREVIOUS POLICY NUMBER XLX 148 14 90 480 | POLICY PREFIX AND NUMBER XLX-153 24174 |
| BRANCH 01 | CO. 01 COVERAGE PROVIDED IN COMPANY NAME RATED AT NUMBER 01 FIREMAN'S FUND THE AMERICAN NATIONAL SURETY | RE. 3328971642 SEP 24 1982 | |
| ITEM 1. INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE) W.E. Grace & Co. 1114 Avenue of the Americas New York, N.Y. 10036. | | | |
| POLICY PERIOD 6/30/82 | | 6/30/83 | |
| ITEM 2. INCEPTION (MO. DAY YR.) 12 ON A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN EXPIRATION (MO. DAY YR.) | | | |
| ITEM 3. LIMIT OF LIABILITY: \$ 4,000,000 EACH OCCURRENCE P/O \$75,000,000 \$ 4,000,000 AGGREGATE | | | |
| ITEM 4. UNDERLYING INSURANCE LIMIT OF LIABILITY: \$ 75,000,000 EACH OCCURRENCE \$ 75,000,000 AGGREGATE | | | |
| ITEM 5. PREMIUM BASIS Flat Charge | | ITEM 6. ADVANCE PREMIUM: \$ 5,000 ANNUAL MINIMUM PREMIUM: \$ 5,000 | |
| IN THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY SHALL RECEIVE AND RETAIN NOT LESS THAN \$ 5,000 AS THE POLICY MINIMUM PREMIUM. | | | |
| ITEM 7. SCHEDULE OF UNDERLYING INSURANCE | | | |
| See End't. #1 BPIS SEP 30 1982 | | | |

FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

1. Coverage. To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.

2. Limit of Liability. The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereunder on account of occurrences during this policy period, this

(Continued on Page Two)

policy shall in the event of reduction, apply as excess of the reduced limit of liability hereunder. Subject to the applicable limit of liability on respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. Policy Period. This policy applies only to occurrences which take place during the policy period.

DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

CONDITIONS

1. Maintenance of Primary Insurance. The Insured warrants and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance.

| | |
|---|--------------------------------------|
| COUNTERSIGNATURE DATE 9/23/82 hr Tax Tally Code 06079 | COUNTERSIGNATURE OF AUTHORIZED AGENT |
|---|--------------------------------------|

ing as excess over various policies of primary insurance) with combined limits of liability for said underlying insurance stated in Item 4 of the declarations, or renewals or replacements thereof not affording coverages other than those at inception of this policy, shall be maintained in full effect during the period of this policy, except for reduction of aggregate limits solely as a result of payment of claims arising out of occurrences during this policy period.

such underlying insurance is not maintained in full effect by the Insured or if there is any change in the scope of coverage under any underlying insurance, the insurance afforded by this policy shall apply in the same manner as though such underlying policies had been so maintained and unchanged.

The insurance afforded by this policy is subject to the same warranties, terms (including the terms used to describe the application of the limits of liability), conditions and exclusions as are contained in the underlying insurance on the effective date of this policy, except, unless otherwise specifically provided in this policy, any such warranties, terms, conditions or exclusions relating to premium, the obligation to investigate and defend, the amount and limits of liability, and any renewal agreement.

2. Notice of Occurrence. The Insured shall immediately advise the Company of any occurrence or disaster which will probably result in liability under this policy. The Company shall not, however, be called upon to assume charge of the settlement or defense of any claims made, or suits brought, or proceedings instituted against the Insured, but shall have the right and opportunity to be associated with the Insured in the defense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of the policy. If the Company avails itself of such right and opportunity, the Insured and the Company shall cooperate in all respects so as to effect a final determination of the claim or claims.

3. Payment of Loss. It is a condition of this policy that the insurance afforded under this policy shall apply only after all underlying insurance has been exhausted. Upon final determination by settlement, award or verdict of the liability of the Insured, the Company shall promptly pay the Insured as the Insured shall pay, or be required to pay, the amounts of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by the Company within 30 days after they are respectively claimed and proof of loss filed with the Company in conformity with this policy. Bankruptcy or insolvency of insured shall not relieve the Company of any of its obligations under.

4. Payment of Expenses. Loss expenses and legal expenses, including court costs and interest, if any, which may be incurred by the

Insured with the consent of the Company in the adjustment or defense of claims, suits or proceedings shall be borne by the Company and the Insured in the proportion that each party's share of loss bears to the total amount of said loss. Loss expense hereunder shall not include salaries and expense of the Insured's employee incurred in investigation, adjustment and litigation.

5. Appeal. In the event the Insured or any underlying insurer elects not to appeal a judgment in excess of the amount of the underlying insurance, the Company may elect to appeal at its expense and shall be liable for the expenses incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in the policy plus the expenses incidental to such appeal.

6. Subrogation. In the event of any payment of this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

Any amount recovered as subrogation shall be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, the Company shall bear the expenses thereof.

7. Premium. The premium for this policy shall be computed upon the basis stated in the Declarations. The advance premium stated in the Declarations, unless otherwise specified is an estimated premium only. Upon termination of this policy the earned premium shall be computed and if the earned premium is more than the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion, subject to the annual minimum premium stated in the Declarations for each twelve months of the policy period, and subject further to the policy minimum premium as stated in the Declarations.

8. Cancellation. This policy may be cancelled by either party upon 30 days' notice in writing to the other stating the date cancellation shall be effective. If cancellation is at the request of the Insured, adjustment of premium shall be at short rate, and if cancelled by the Company, adjustment shall be made pro rata. However, in the event of cancellation or termination of the underlying insurance, this policy shall cease to apply at the same time without notice to the Insured. Notice shall be given by the Company to the Insured at the address shown in the declarations. Payment or tender of unearned premium is not a condition of cancellation.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been dispersed or dispersed therefrom;

nuclear material is contained in spent fuel or waste at or possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

III. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means and fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating

(Continued on Next Page)

(Continued from Preceding Page)

the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste, (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235, (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

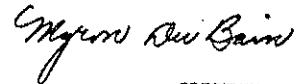
"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused this Policy to be signed by its President and Secretary but this Policy shall not be valid unless countersigned by a duly authorized Agent of the Company.



SECRETARY



PRESIDENT

FINAL PAGE

RECEIVED
IN THE
SECRETARY
NOTICE
DEPARTMENT

3328971643

Indt. #5

"It is agreed that except only with respect to policy period, premium, limits of liability and architects, engineers or surveyors professional liability exclusion, this policy is hereby amended to follow all the terms, conditions, definitions and exclusions of the first layer umbrella policy (London and various British) KRO17532 and all renewals and replacements thereof."

| POLICY NUMBER | INSURED | EFFECTIVE |
|--|--|-----------|
| 1-80 KLV 153 24 74 | W.R. Grace & Co. | 6/30/82 |
| ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY | PRODUCER | |
| <i>Myron De Bain</i> PRESIDENT | <i>March & McLeman</i> COUNTERSIGNATURE OF AUTHORIZED AGENT | |
| 10X | | |

180009-6-65 SETS

3328971644

CANCELLATION AMENDMENT ENDORSEMENT (EXCESS UMBRELLA)

#6

It is hereby understood and agreed that the first (1st) sentence of Condition 8, CANCELLATION, is voided and replaced by the following:

"This policy may be cancelled by either party upon forty five (45) days thirty (30) days notice with respect to cancellation for non-payment of premium, in writing to the other stating the date cancellation shall be effective."

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

| INSURED | EFFECTIVE |
|--|--------------------------------------|
| W.R. Grace & Co. | 6/30/82 |
| ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY | PRODUCER |
| Myron A. Baum PRESIDENT | COUNTERSIGNATURE OF AUTHORIZED AGENT |
| 180009-8-65 SETS | |

3328971645

AMENDMENT BY ENDORSEMENT - LIMIT OF LIABILITY

| | |
|------------------------------|--------------------------------|
| INSURED W.R. Grace & Co. | POLICY NUMBER XLX-153 24 74 |
| PRODUCER Marsh & McLennan | EFFECTIVE DATE 6/30/82 |

In consideration of the premium charged, it is agreed Insuring Agreement 2, Limit of Liability, is changed to read as follows:

2. Limit of Liability.

The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereunder on account of occurrences during this policy period, this policy shall, in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy because of (i) personal injury and property damage arising out of the completed operations hazard and products hazard combined; or (ii) advertising whenever occurring by whatever media, on account of all occurrences; or (iii) injury arising out of any hazard, other than as described in (i) and (ii), to which the underlying policy affords coverage subject to an aggregate limit and to which this policy also applies.

All other terms and conditions of the policy remain the same and unchanged.

| | | | | |
|--|--|-----------------------------|--|--------------------------------------|
| ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY | | Myron the Bain PRESIDENT | | COUNTERSIGNATURE OF AUTHORIZED AGENT |
|--|--|-----------------------------|--|--------------------------------------|

3328971646

Architects, Engineers or Surveyors-Professional Liability Exclusion #2

It is agreed that this policy shall not apply to any liability arising out of any professional services performed by or for the Insured, including, but not limited to:

- (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
- (b) Supervisory, inspection or engineering services

| | | |
|---|-----------------------------|--|
| POLICY NUMBER 3-80 JULY 153 24 74 | INSURED W.R. Grace & Co. | EFFECTIVE 6/30/82 |
| ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY <i>Myron A. Barn</i> PRESIDENT | | PRODUCER COUNTERSIGNATURE OF AUTHORIZED AGENT |
| 180009-6-65 SETS | | |

3323971647

SCHEDULE OF UNDERLYING INSURANCE

/1

| | | | |
|----------|------------------|----------------|--------------------|
| INSURED | W.R. Grace & Co. | POLICY NUMBER | 3-80 XLX 153 24 74 |
| PRODUCER | Marsh & McLennan | EFFECTIVE DATE | 6/30/82 |

\$5,000,000 XS Primary

| | |
|------------------|--------------|
| London | \$ 4,000,000 |
| Transit Casualty | \$ 1,000,000 |

\$20,000,000 XS \$5,000,000

| | |
|------------------|--------------|
| London | \$11,250,000 |
| Transit Casualty | \$ 4,750,000 |
| Granite State | \$ 4,000,000 |

\$50,000,000 XS \$25,000,000

| | |
|------------------|--------------|
| London | \$16,000,000 |
| A.I.U. | \$ 4,000,000 |
| Hartford | \$ 1,500,000 |
| Granite State | \$10,000,000 |
| Transit Casualty | \$14,000,000 |
| Gerling Konzern | \$ 1,000,000 |
| National Union | \$ 1,000,000 |
| Integrity | \$ 2,000,000 |
| Guarantea | \$ 500,000 |

ONE OF THE
FIREMAN'S FUND INSURANCE COMPANIES
AS NAMED IN THE POLICY

Myron B. Bain

PRESIDENT 10-X

COUNTERSIGNATURE OF AUTHORIZED AGENT

3328971641

NOTICE OF CANCELLATION OR NONRENEWAL

If this notice affords a greater period of notice than that specified in the policy contract, the provisions of this notice shall control.

| | | |
|---|--------------------------|-------------------------|
| EFFECTIVE DATE OF CANCELLATION OR TERMINATION 12-20-83 | ISSUING OFFICE NYS NY | DATE MAILED 12-21-82 |
|---|--------------------------|-------------------------|

If this notice applies to a policy that provides Fire Insurance coverage and you have trouble replacing it, contact your agent or broker. You may be eligible for coverage thru the Fair Access to Insurance Requirements Plan (FAIR Plan). If the plan is available in your state.

POLICY NUMBER AND
NAME AND ADDRESS OF INSURED

INSURED'S POLICY NUMBER AND
NAME AND ADDRESS OF MORTGAGEE OR LOAN PAYEE

XX 153 24 74
W R Cross and Co.
1114 Ave of the Americas
New York, NY 10035

APPLICABLE PARAGRAPH IS MARKED

CANCELLATION: We must tell you that your policy will be canceled on the effective date listed in this notice, at the standard time specified in your policy. Any claim originating prior to this date will not be affected by this cancellation. Any unearned premium due you will be refunded if it does not accompany this notice. If you have not discussed your continued insurance protection with your agent or broker, please contact him about other insurance plans. We are sorry that protection cannot be continued.

NONRENEWAL: We wish to notify you that your current insurance policy will not be renewed and your coverage will end on the termination date shown above, at the standard time specified in your policy. If you have not discussed your continued insurance protection with your agent or broker, please contact him about other insurance plans. We are sorry that protection cannot be continued.

CANCELLATION - NONPAYMENT OF PREMIUM
Because we have not received the balance due, we must tell you that your policy will be canceled on the effective date listed in this notice, at the standard time specified in your policy. Any claim originating prior to this date, will not be affected by this cancellation. If you are entitled to any unearned premium that does not accompany this notice it will be refunded. We are sorry that your protection cannot be continued under this policy. If the amount due is received in our office before the effective date of cancellation, your policy will be fully reinstated. Please send the payment to the Company your agent or broker.

5000.00

AGENT OR BROKER

Code: 31 559 920
Marsh and McLennan
1221 Ave of the Americas
New York, NY 10020

FIREMAN'S FUND
INSURANCE COMPANY
 THE AMERICAN
INSURANCE COMPANY

NATIONAL SURETY
CORPORATION
 ASSOCIATED INDEMNITY
CORPORATION
 AMERICAN AUTOMOBILE
INSURANCE COMPANY

Lev H
AUTHORIZED SIGNATURE

BRANCH COPY

485048-11-79

3328971648

Jean Haward
832 3235. Accounting
N.Jersey.

Marsh & Mac - W.R. Grace.

X LX 153 2480)
81) cancelled
74) & rewritten
75)

revised in error

Call 80 + 81
for

Marsh &
McLennan

3328971649

Marsh & McLennan, Incorporated
Avenue of the Americas, New York, N.Y. 10020
Telephone 212 997-2000

Binder MCL-1046

Mr. Charles P. Krauter
Assistant Treasurer
Director Corporate Risk Management
W. R. Grace & Co.
1114 Avenue of the Americas
New York, N.Y. 10034

June 18, 1982
Date

No 168807

Insured:

W. R. GRACE & CO., ETAL

| Companies, Policy Numbers, Amounts and Signatures | Amount | Rate of Premium | Effective | Expiring |
|--|--|-----------------|-----------|----------|
| Firemans Fund Insurance Co. 110 William Street New York, N.Y. 10038 | | | 6/30/82 | 6/30/83 |
| <u>Excess Umbrella Liability</u> | | | | |
| As agreed please bind # 4 Million part of \$75 Million excess of \$75 Million | | | | |
| | 1) Coverage, terms and conditions following form of lead umbrella (London). | | | |
| | 2) Annual Premium - \$5,000. | | | |
| | 3) Following form endorsement to be issued with policy (sample attached) | | | |
| | 4) Please advise policy number as soon as possible | | | |
| | 5) Commission - 10% | | | |

Attn: XLX 153 2474
Kevin Talty

Rec'd for K. Talty
K. Rager 6-21-82

Reporting Form Forms Herewith Forms To Come Use Company Forms Copies and Originals

This binder is subject to the terms of the usual form policy issued to provide the type of insurance described, except as noted.

BY

Thomas Evans

UNIT

MAD CASUALTY

3328971650

Following Form Endorsement

"It is agreed that except only with respect for policy terms, premium and limit of liability, this policy is hereby amended to follow all the terms, conditions, definitions and exclusions of the first layer Umbrella policy, (Policy # To Be Advised) and all renewals and replacement thereof. It is further agreed that all preprinted terms and conditions hereon are deleted to the extent that they vary from or are inconsistent with the terms and conditions of the first layer Umbrella."

X6X 1532474

Ruth (ETL)
6/1/09

3328971651

W. R. Grace & Co.
 Umbrella/Excess Liability Renewal
Effective June 30, 1982

ParticipationFirst Layer - \$5.0 Million Excess of Primary (Adjustable)*

| | |
|----------------------------|---------------------|
| Lloyds & British Companies | \$ 4,000,000 |
| Transit Casualty Co. | 1,000,000 |
| | <u>\$ 5,000,000</u> |

Arkwright Boston (Charters Liability)

Second Layer - \$20.0 Million Excess of \$5.0 Million (Adjustable)**

| | |
|----------------------------|---------------------|
| Lloyds & British Companies | \$11,250,000 |
| Transit Casualty Co. | 4,750,000 |
| Granite State Ins. Co. | 4,000,000 |
| | <u>\$20,000,000</u> |

Third Layer - \$50.0 Million Excess of \$25.0 Million

| | |
|------------------------------|---------------------|
| Lloyds & British Companies | \$16,000,000 |
| AIU | 4,000,000 |
| Hartford Acc. & Ind. Co. | 1,500,000 |
| Granite State Ins. Co. | 10,000,000 |
| Transit Cas. Co. | 14,000,000 |
| Gerling Konzern | 1,000,000 |
| National Union Fire Ins. Co. | 1,000,000 |
| Integrity Ins. Co. | 2,000,000 |
| Guarantee Ins. Co. | 500,000 |
| | <u>\$50,000,000</u> |

Fourth Layer - \$75.0 Million Excess of \$75.0 Million

| | |
|------------------------------|---------------------|
| Lloyds & British Companies | \$10,000,000 |
| Transit Cas. Co. | 4,000,000 |
| American Centennial | 5,000,000 |
| National Union Fire Ins. Co. | 16,000,000 |
| Ideal Mutual Ins. Co. | 3,000,000 |
| Granite State Ins. Co. | 8,500,000 |
| Hartford Acc. & Ind. Co. | 3,000,000 |
| Fireman's Fund | 4,000,000 |
| Centennial Ins. Co. | 4,000,000 |
| Midland Ins. Co. | 3,000,000 |
| Birmingham Fire | 2,000,000 |
| Associated International | 5,000,000 |
| Guarantee Ins. Co. | 3,000,000 |
| Allianz | 1,000,000 |
| Zurich Ins. Co. | 3,500,000 |
| | <u>\$75,000,000</u> |

3328971652

ParticipationFifth Layer - \$100.0 Million Excess of \$150.0 Million

| | |
|------------------------------|-----------------------|
| AIU | \$ 7,000,000 |
| Buffalo Re. | 10,000,000 |
| Continental Cas. Co. | 10,000,000 |
| Continental Ins. Co. | 15,000,000 |
| City Ins. Co. | 10,000,000 |
| Firemens Fund | 11,000,000 |
| GIECO | 10,000,000 |
| London Guaranty & Accident | 5,000,000 |
| Integrity Ins. Co. | 3,000,000 |
| Mission | 5,000,000 |
| National Union Fire Ins. Co. | 9,000,000 |
| Protective National Ins. Co. | 5,000,000 |
| | <u>\$ 100,000,000</u> |
| Program Totals | \$ 250,000,000 |

* Total Layer Rate - .0585 per thousand sales

** Total Layer Rate - .0350 per thousand sales

3328971653

W. R. GRACE & CO.

\$250.0 MILLION UMBRELLA/EXCESS LIABILITY
INSURANCE PROGRAM
RENEWAL EFFECTIVE: JUNE 30, 1982

INSURER: Firemans Fund

CURRENT PROGRAM PARTICIPATION

~~1K~~ -\$4.0 Million P/O \$50.0 Million Excess of \$100.0 Million
~~2K~~ \$4.0 Million P/O \$50.0 Million Excess of \$150.0 Million
~~2K~~ \$7.0 Million P/O \$50.0 Million Excess of \$200.0 Million
~~2K~~ [REDACTED]

RENEWAL PROGRAM (RESTRUCTURED)

~~5,000~~ \$4.0 Million P/O \$75.0 Million Excess of \$75.0 Million ~~1K Net 3K~~
~~5,500~~ \$11.0 Million P/L \$100.0 Million Excess of \$150.0 Million ~~2K Net 8K~~

4K P/O 75F & 75M @ 5,000 MU 1K Net 3K

11K P/L 10 x 150F @ 5,500 MU 4K Net 7K

~~SEARCHED~~ ~~INDEXED~~ ~~SERIALIZED~~ ~~FILED~~

3328971654 C

NEW RENEWAL UMBRELLA EXCESS
umbrella OTHER INSURED: U.R. Grace & Co.PERIOD: 6/30/82 TO 831114 Art of the Americas
New York, N.Y. 10036ASSIGNED #: XL-1532474PRODUCER: Maselli & McLenahanATT: Tom EvansPOLICY LIMIT: 4M 8/0 75M X 5 75MSIR: N/A PREMIUM: 5,000.

ENDORSEMENTS: TOTAL NUMBER ()

COMMISSION: 10%*same as expiring
schedule of underlying - see attached*TREATY LIMITS 3ABA LIMITS N/AABA FORM
COMPLETED REQUEST COPY OF FIRST UMBRELLA yes FACULTATIVE REINSURANCE: YES NO FACULTATIVE RECAPFIREMAN'S FUND RETENTION: 3,000,000

FACULTATIVE PARTICIPANTS (QUOTA SHARE UNLESS INDICATED OTHERWISE)

| CERTIFICATES RECD. & CHECKED | CONTACT & COMPANY | ASSIGNED CERT. # | LIMIT | GROSS PREMIUM | CEDING COMMISSION |
|---------------------------------|--------------------------|---------------------|-----------|------------------|----------------------|
| | <u>MU (Steve Mooney)</u> | | <u>1M</u> | <u>1,250</u> | <u>22.5%</u> |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

CODING PERCENTAGES:

| | | |
|---------------|--------------|---------------|
| AUTO | BI | PD |
| ALL OL&T | BI | PD |
| CONTRACTORS | BI | PD |
| ALL OTHER MAC | BI <u>65</u> | PD <u>.35</u> |
| ALL PRODUCTS | BI | PD |

CLEARANCE -- COMPLETED

N.Y. 8BRANCH UNDERWRITER: Frank Woxner for Tivin Taft
9-20-82

3328971655

| ENTRY INSTRUCTIONS—(B & SR—CASUALTY—7-82) | | | | | | | | | | CEDED REINSURANCE | | | | | |
|---|---|---|---|--|-----------------|----------------------|--------------------|------------------------|---------------------|----------------------|-----------------------------|---------------------|----------|---------------------|--|
| ENTRY TRANSACTION NUMBER | | | ALLOCATION OF LIMITS IN DOLLARS AND PERCENTAGE → | | | | TOTAL POLICY LIMIT | | E & SR TREATY LIMIT | | E & SR SURPLUS TREATY LIMIT | | | | |
| ORIGINAL | END NO | REVISION EFF. DATE | POLICY NUMBER | | | | 4,000,000 | | 3,000,000 | | | | | | |
| X | | | XLX 153 24 74 | | | | | | | | | | | | |
| BRANCH | | | INSURED W R grace | | | | | | | | | | | | |
| NYK 3-80 | | | | | | | | | | | | | | | |
| U/I P | CLASS | MINOR CLASS | | | | | | PRODUCER'S COMM. 10 | | PREMIUM ALLOCATION | | | | | |
| 701 | 01 MACHINERY 00 OTHER | CLASS 01342 | | 00 OTHER M&C | | | | 01 82-02 | PD 84-03 | 01 82-03 | PD 84-03 | 01 82-03 | PD 84-03 | | |
| | 0780 | 01 RAIN 02 PROD WORKERS 05 TVB 08 TWIN | | 03 CONTOGY 04 NON APP 06 HOLE-IN-ONE 00 OTHER | | | | XXX | 88-38 | XXX | 88-38 | XXX | 88-38 | | |
| 702 | 03 RADIO 02 TELEVISION | CLASS 72110 | 01 ADVERTISERS 02 ADV AGENCY | | COVER 1 2 3 | CLMS MADE DATE | | 01 82-04 | XXX | 01 82-04 | XXX | 01 82-04 | XXX | | |
| | 73820 | 03 CR BUR 08 EDU 09 MAGO | | 10 PAPER 8 16 CATTY 12 FIN 17 SEC 00 OTHERS | | | | 01 82-04 | XXX | 01 82-04 | XXX | 01 82-04 | XXX | | |
| | 87774 | 01 CPA 02 LAWYERS | 04 ARCHS ENG 00 OTHERS | | COVER 1 2 3 | CLMS MADE DATE | | 01 82-04 | XXX | 01 82-04 | XXX | 01 82-04 | XXX | | |
| | 80888 | 01 PHY BURG DENT 03 ALL OTHER MEDICAL PROF | | 02 HOSPITAL 1 2 3 4 5 6 7 | | | | 01 82-04 | XXX | 01 82-04 | XXX | 01 82-04 | XXX | | |
| POLICY LIMITS | | | | | | | | | | E & SR TREATY LIMITS | | | | | |
| APPLICABLE TO 701-702 | | 1 2 3 4 5 6 | 1 2 3 4 5 | | | | | 1 2 3 4 5 | 1 2 3 4 5 | 1 2 3 4 5 | 1 2 3 4 5 | | | | |
| ORDINARY EXCESS COVER | 7030 | 04 TRUCKMEN 00 OTHER COMMERCIAL | | | | | | 01 82-04 | PD 84-04 | 01 82-04 | PD 84-04 | 01 82-04 | PD 84-04 | | |
| | 8000 | 01 BUSES 00 OTHER PUBLIC | | | | | | 01 82-04 | PD 84-04 | 01 82-04 | PD 84-04 | 01 82-04 | PD 84-04 | | |
| | 01362 | 00 ALL OLT & T | | | | | | 01 82-03 | PD 84-03 | 01 82-03 | PD 84-03 | 01 82-03 | PD 84-03 | | |
| | 87774 | 00 ALL M&C | | | | | | 65/3Y | 3250 | 1750 | 1269 | 683 | | | |
| | 87777 | 00 ALL PRODUCTS | | | | | | 01 82-04 | PD 84-04 | 01 82-04 | PD 84-04 | 01 82-04 | PD 84-04 | | |
| | 87774 | 01 CPA 02 LAWYERS | 04 ARCHS ENG 00 OTHERS | | COVER 1 2 3 | CLMS MADE DATE | | 01 82-04 | XXX | 01 82-04 | XXX | 01 82-04 | XXX | | |
| | 80888 | 01 PHY BURG DENT 03 ALL OTHER MEDICAL PROF | | 02 HOSPITAL 1 2 3 4 5 6 7 | | | | 01 82-04 | XXX | 01 82-04 | XXX | 01 82-04 | XXX | | |
| | 0388 | WORKERS COMPENSATION | | UNDERLYING SUM CODE 1 2 3 4 5 6 7 8 9 | | | | 01-10 | XXX | 01-10 | XXX | 01-10 | XXX | | |
| | EXCESS POLICY LIMITS | | | | | | | | | | PRIMARY BI LIMITS | | | | |
| 1 2 3 4 5 6 7 | | 2 3 4 5 6 7 8 9 | | 0 1 2 3 4 5 6 7 8 9 | | 0 1 2 3 4 5 6 7 8 9 | | 0 1 2 3 4 5 6 7 8 9 | | 0 1 2 3 4 5 6 7 8 9 | | | | | |
| SUPERCOVER | 7030 | 04 TRUCKMEN 00 OTHER COMMERCIAL | | | | | | 01 82-04 | PD 84-04 | 01 82-04 | PD 84-04 | 01 82-04 | PD 84-04 | | |
| | 8000 | 01 BUSES 00 OTHER PUBLIC | | | | | | 01 82-03 | PD 84-04 | 01 82-04 | PD 84-04 | 01 82-04 | PD 84-04 | | |
| | 01362 | 00 ALL OTHER OLT & T 08 CONDOS | | | | | | 01 82-03 | PD 84-03 | 01 82-03 | PD 84-03 | 01 82-03 | PD 84-03 | | |
| | 87778 | 01 CONTRACTORS 00 ALL OTHER M&C | | | | | | 01 82-02 | PD 84-03 | 01 82-03 | PD 84-03 | 01 82-03 | PD 84-03 | | |
| | 87777 | 00 ALL PRODUCTS | | | | | | 01 82-04 | PD 84-04 | 01 82-04 | PD 84-04 | 01 82-04 | PD 84-04 | | |
| | 87774 | 01 CPA 02 LAWYERS | 04 ARCHS 03 CONDOS D & O | | 00 OTHERS 1 2 3 | COVER CLMS MADE DATE | | 01 82-04 | XXX | 01 82-04 | XXX | 01 82-04 | XXX | | |
| 80888 | 01 PHY-BURG-DENT 03 ALL OTHER MEDICAL PROF | | 02 HOSPITAL 1 2 3 4 5 6 7 | | | | 01 82-04 | XXX | 01 82-04 | XXX | 01 82-04 | XXX | | | |
| EXCESS POLICY LIMITS | | | | | | | | | | PRIMARY BI LIMITS | | PRIMARY PD LIMITS | | SECONDARY PD LIMITS | |
| 1 2 3 4 5 6 7 | | 2 3 4 5 6 7 8 9 | | 0 1 2 3 4 5 6 7 8 9 | | 0 1 2 3 4 5 6 7 8 9 | | 0 1 2 3 4 5 6 7 8 9 | | 0 1 2 3 4 5 6 7 8 9 | | 0 1 2 3 4 5 6 7 8 9 | | | |

UNDERWRITER

/1/80

DATE

9/23/82

DOES OUTSIDE REINSURANCE APPLY?
 NO YES—SEE REVERSE SIDE

3328971656

MORE ENTRY INSTRUCTIONS (CONTINUED FROM REVERSE SIDE)

FACULTATIVE CEDED REINSURANCE

| | | LIABILITY (PERCENT OR DOLLARS) | PREMIUM TO REINSURER | REINS. COMM. |
|--|--|--------------------------------------|-------------------------|-------------------------------|
| REINSURER | H.B.G. HANOVER RE GERMANY C/O ESRM INC. | 1,000,000 | B.I. 812 | P.D. 438 22 1/2 |
| MAILING ADDRESS | <input type="checkbox"/> SAN FRANCISCO <input checked="" type="checkbox"/> NEW YORK <input type="checkbox"/> CHICAGO | | | (INCLUDING TAX & BOARD) |
| REINSURANCE CERT. NO. | | | | |
| PAY PREMIUM TO REINS. COMPANY | | | | |
| REINSURER | | | B.I. | P.D. |
| MAILING ADDRESS | | | | |
| REINSURANCE CERT. NO. | | | | |
| PAY PREMIUM TO: REINS. COMPANY REINS. BROKER PRODUCER | | | | (INCLUDING TAX & BOARD) |
| REINSURER | | | B.I. | P.D. |
| MAILING ADDRESS | | | | |
| REINSURANCE CERT. NO. | | | | |
| PAY PREMIUM TO: REINS. COMPANY REINS. BROKER PRODUCER | | | | (INCLUDING TAX & BOARD) |

TO: CLAIMS (FOR CLAIMS DEPARTMENT USE ONLY)

1. IF LIABILITY CEDED BLOCK ABOVE (NOTE #1) INDICATES "FIRST LOSS—100% OF . . ." THE FACULTATIVE REINSURER HAS ASSUMED 100% OF LIMIT AND COVERAGES INDICATED. IF APPLICABLE, ALLOCATE THIS PORTION OF TOTAL POLICY LOSS FIRST, THEN PROCEED AS INDICATED BELOW.
2. DISTRIBUTE THAT PART OF THE TOTAL POLICY LOSS (RESERVE OR PAYMENTS) ALLOCATED TO THE E & SR TREATY AS FOLLOWS

| E & SR TREATY'S (NOT E & SR SURPLUS TREATY) SHARE OF LOSS AS SHOWN UNDER CEDED REINSURANCE IN THE SPACE TITLED "E & SR TREATY LIMIT" ON REVERSE SIDE. | LOSS ALLOCATION | |
|---|---|----------------------|
| | FIREMAN'S FUND'S SHARE (NET TO F.F.) | REINSURANCE SHARE |
| FIRST \$1,000,000 OF LOSS TO E & SR TREATY: | 50% OF LOSS | 50% OF LOSS |
| NEXT \$2,000,000 OF LOSS TO E & SR TREATY: | 25% OF LOSS | 75% OF LOSS |
| NEXT \$2,000,000 OF LOSS TO E & SR TREATY: | 25% OF LOSS | 75% OF LOSS |
| NEXT \$5,000,000 OF LOSS TO E & SR TREATY: | 10% OF LOSS | 90% OF LOSS |

3. ALLOCATE REMAINING PORTION OF TOTAL LOSS (IF ANY) AS PER THE PERCENTAGE (OR DOLLARS) SHOWN UNDER CEDED REINSURANCE IN THE SPACE TITLED "E & SR SURPLUS TREATY LIMIT" ON THE REVERSE SIDE AND FACULTATIVE REINSURANCE (IF SHOWN ABOVE)

ENTRY DEPARTMENT—REFER TO REVERSE SIDE FOR CODING INSTRUCTIONS.

3328971657

©

Marsh &
McLennan

Marsh & McLennan, Incorporated
1221 Avenue of the Americas
New York, New York 10020
Telephone 212 997-2000

October 13, 1982

Mr. Kevin Talty
Firemans Fund Insurance Co.
110 William Street
New York, NY 10038

W.R. Grace & Co. - London Covernote
and Schedule of Program
June 30, 1982-83

XH153247X

Dear Kevin:

Enclosed for your files is a copy of the London Covernote along with a schedule of the program which gives the carriers, their participations, and the various pricing by layer.

We trust you will find the enclosed in order.

Very truly yours,

Bill

William DeLaney
Major Accounts

WD:mn
Enc.

9/26
11460
9450.00

3328971658

Please return to a document carrier
and not to the post office. The information
grades not intended for public release.

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15th July, 1982

Date

JAT No. 244 231773

In accordance with your instructions we have arranged cover as follows:

TYPE: UMBRELLA LIABILITY INCLUDING WORKER'S COMPENSATION ACT AND
EMPLOYEE BENEFIT LIABILITY BUT EXCLUDING CLAIMS ARISING FROM
E.R.I.S.A. (1974), AS EXPIRING.

FORM: WORDING AS EXPIRING AS FAR AS APPLICABLE TO BE AGREED BY
UNDERWRITERS.

ASSURED: W.R. GRACE & COMPANY ETAL AND/OR SUBSIDIARY, ASSOCIATED,
AFFILIATED COMPANIES AND/OR ORGANISATIONS OWNED, CONTROLLED
AND/OR MANAGED COMPANIES AS NOW OR HEREINAFTER CONSTITUTED PLUS
JOINT VENTURES AS EXPIRING.

PERIOD: 36 months at 30th June, 1982.

INTEREST: Coverage in respect of all of the Insured's operations.

SUM INSURED: 80% of
\$ 5,000,000 Each Occurrence (Aggregate Products and
Occupational Disease)

EXCESS OF:-

- A) The amount covered under underlying insurances as per
schedule attached.
- B) \$ 100,000 Each Occurrence in respect of losses not covered
by said underlying insurances.

SITUATION: WORLDWIDE.

For the attention of F. Nasella.
Marsh & McLennan Incorporated,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

C.T. BOWRING & CO. (INSURANCE) LTD.

Director of Finance

3328971659

CONDITIONS:

Service of Suit Clause (U.S.A.)
Tax Clause (if applicable)
Exhaustion of Aggregate Encouragement - subject principles
unimpaired at inception hereon.
60 Days Cancellation Clause.
N.M.A. 1627 (amended as existing).
Broad as primary rider as agreed by Insurees/holders.
Warranties as attached.
N.M.A. 1635 except in respect oil and gas operations which
subject to N.M.A. 1635 other than operations on, over or under
water which subject to N.M.A. 1634.

Exclusions
Additional to Form

Part I

(A) Property Damage arising from:-

- 1) Erroneous delivery of seeds, erroneous substitution of one seed for another, or mislabeling of seeds;
- 2) Cross Pollination;
- 3) Germination failure;
- 4) The presence of noxious weed seed;
- 5) Natural shrinkage of grain;
- 6) Loss of and/or damage and/or deterioration from delay or from moisture content of grain;
- 7) Commingling of grain;

(B) 1) To liability arising under any policy of insurance or reinsurance;

2) To liability arising out of the issuance, non-issuance, declination or cancellation of, or the imposition of special terms to any policy of insurance or reinsurance;

For the attention of F. Nasella.
Marsh & McLennan Incorporated,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

3328971660

Please examine this document carefully and advise us immediately if it is acceptable or does not meet your requirements.

3

(c) In respect of oil/gas drilling and/or exploration operations:-

- i. Cost of control of any oil/gas well.
- ii. Loss of hole and/or in hole equipment.

Part II :

(A) Charterers Liability;
(B) Safe berthing of any marine vessel
(C) Marine vessels in Assured's Care, Custody and Control.
(D) Non-owned watercraft Liability;
(E) Contractual;
(F) Incidental Malpractice;
(G) In respect of oil/gas drilling and/or exploration operations:-

- i. Explosion, blowout and/or cratering
- ii. Underground Property Damage not already excluded by N.M.A. 1683/4/5;

(H) Data Processors Errors and Omissions;
(I) Liability resulting from ownership, maintenance, and/or operations of any dock, wharf and/or quay facility;
(J) Insurance Brokers errors and omissions;
(K) Punitive and/or Exemplary Damages;
(L) Pharmacists Liability.

PREMIUM:

80% of Minimum and Deposit
\$1,525,000 (payable 30th June, 1982 Minimum and Deposit \$475,000
30th June, 1983 Minimum and Deposit \$510,000
30th June, 1984 Minimum and Deposit \$540,000
adjustable annually at 5.85% on Gross Sales).
Plus additional Premium \$ 16,750 annual in respect of coverage
provided hereon by Part II Exclusion (A) (B) (C).

Less 4% Federal Excise Tax (where applicable).

For the attention of F. Nasella.
Marsh & McLennan Incorporated,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

3328971661

W.R. GRACE COMPANY

Waiver of Loss:-

- (1) Notwithstanding scheduled underlying policies contain limits in respect of products recall and architects E and O, no coverage provided hereon and for the purposes of the policy underlying coverages not be impaired by such exposure.
- (2) Physical damage coverage maintained for 100% values in respect of all properties for at least \$125,000,000 excess \$1,000,000 deductible maintained for all other real property, all property in Assured's C.C.C. covered by such policies.
- (3) No step down excess of S.I.R. hereon in the event of any loss not being covered by scheduled primaries due to deductible contained therein.

3328971662

W.R. GRACE & CO. INC.

Schedule of Underlying Insurance

| <u>Coverage</u> | <u>Limit</u> | <u>Capable</u> |
|-------------------------------|--|---|
| 1. DOMESTIC GL AND AL:- | | |
| A) General/Products Liability | B.I. \$1,000,000 each occ. P.O. \$1,000,000 each occ. | \$4,000,000 Aggregate C.I., B.I. & P.O. combined |
| B) Employee Benefits | \$ 500,000 each claim \$ 750,000 annual aggregate. | C.N.A. |
| C) Care Custody & Control | \$1,000,000 each occ. \$1,000,000 annual aggregate | C.N.A. |
| D) Advertisers Liability | \$ 500,000 each occ. | C.N.A. |
| E) Automobile Liability | B.I. \$1,000,000 each occ. P.O. \$1,000,000 each occ. | C.N.A. |

* W.R. Grace & Co. assumes the first \$500,000 of each loss within the framework of a retrospective rating plan. The premiums indicated are for insurance excess of \$500,000 up to policy limits.

The combination of the \$500,000. loss assumption and pure insurance is equal to the limits shown above.

For the attention of F. Nasella.
Marsh & McLennan Incorporated,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

3328971663

Please examine this document carefully
Advise us immediately if it is incorrect
or does not meet your requirements.

5

W.R. GRACE & COMPANY

| <u>COVERAGE</u> | <u>LIMIT</u> | <u>CARRIER</u> |
|--|--|----------------|
| II EMPLOYER'S LIABILITY:- | | |
| A.) Employer's Liability Including Occupational Diseases | \$ 500,000 Each Employee \$ 500,000 Each Accident | C.N.A. |
| B.) Amendments of Coverage B Maritime (Jones Act) | Bodily Injury by Accident \$ 500,000 Each Employee \$ 500,000 Each Accident Bodily Injury by Disease \$ 500,000 Each Employee \$ 500,000 Aggregate Disease (Per State) | C.N.A. |
| C.) U.S. F.L. & H.W.A. | \$ 250,000 Each Employee \$ 250,000 Each Accident | C.N.A. |
| III 1 AIRCRAFT LIABILITY (Excluding Non-Ownership) | \$15,000,000 CSL Including Voluntary Settlements of \$250,000 per Person- Including Crew (Part Of and Not In Addition to the \$15,000,000 Limit) | U.S.A. I G. |
| A.) Care Custody or Control | \$ 1,000,000 - Each Occurrence (With Respect to Hangers, Buildings or Other Property or Contents Thereof Required by Lease or Other Agreement or if Insurance is Purchased). | |
| B.) Non-Ownership Hull Liability | \$ 5,000,000 Per Occurrence and Aggregate | U.S.A. I G. |
| C.) Aircraft Non-Ownership Liability | \$15,000,000 CSL | U.S.A. I G. |
| 2. GROUND HANGARKEEPERS LIABILITY | \$ 2,000,000 Each Aircraft \$ 2,000,000 Each Occurrence | U.S.A. I G. |

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For the attention of F. Nasella.
Marsh & McLennan Incorporated,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

3328971664

COVERAGEIV. A.) CHARTERER'S LIABILITY//
WHARFINGER'S LIABILITY
for W.R. Grace & Co.L.I. LT

\$10,000,000 Damage to Vessel and Cargo
 \$2,000,000 Demurrage and removal of
 Wreck
 \$2,000,000 Collision (Third Party
 Including Demurrage - P.D.
 \$2,000,000 Each Person
 \$2,000,000 Each Accident
 Third Party Bodily Injury
 Liability including Liability to
 Crew of Chartered Vessel
 \$ 5,000. Deductible Each Accident.

CARRIERArkwright
Boston
Manufact
urers In
Co.

* Limits will increase to \$5,000,000 when and if a sulphur shipment takes place. The increased limit will remain in effect for the duration of policy term. To date no sulphur shipments have taken place and none anticipated for current policy period.

B.) CHARTERER'S LIABILITY
for Aruba Chemical
Industries, N.V.

\$2,000,000 Damage to Vessel and Cargo
 \$2,000,000 Demurrage or Removal of
 Wreck
 \$2,000,000 Collision (Third Party
 Including Demurrage - P.D.
 \$2,000,000 Each Person
 \$2,000,000 Each Accident
 Third Party Bodily Injury
 Liability including Liability to
 Crew of Chartered Vessel
 \$ 5,000. Deductible Each Accident.

Arkwright
Boston
Manufact
urers In
Co.

V. FOREIGN INSURANCE

A.) W.R. Grace & Co.

\$1,000,000 per Occurrence BI and PD
CSL for GL and AL Combined

AIG

For the attention of F. Nasella.
 Marsh & McLennan Incorporated,
 1221, Avenue of the Americas,
 New York,
 N.Y. 10020
 U.S.A.

3328971665

7

7
This insurance and reinsurance does
not provide immediate protection if a claim
or does not meet your requirements.

W.R. GRACE & COMPANY

| <u>COVERAGE</u> | <u>LIMIT</u> | <u>CARRIER</u> |
|---|--|----------------|
| Worldwide Comprehensive General and Automobile Liability Program* | \$ 2,000,000 Aggregate Products \$ 2,000,000 Aggregate Property Damage Per Location \$ 50,000 Per Occurrence/\$500,000 Aggregate for Property in Insured's Care, Custody, and Control. | |
| | | |
| | | |
| | | |

* This is a master OIC and/or excess policy for a combination of local admitted contracts for various Grace foreign units.

VI. COLOWYO COAL COMPANY

| | |
|--|--|
| Excess Workers' Compensation and Employers' Liability Reinsurance (excluding Federal Black Lung) | \$10,000,000 Each Accident WC and/or EL General Reinsurance Combined in excess of \$250,000 retention |
|--|--|

VII BOOKER DRILLING

| | | |
|----------------------|------------|---------------------|
| Employers' Liability | \$ 500,000 | North West Ins. Co. |
|----------------------|------------|---------------------|

VIII EASTERN COAL JOINT VENTURE
(47.5% ownership interest)

| | | |
|-----------------------|--|----------------------------------|
| A.) General Liability | S.I. \$ 1,000,000 Occurrence/Aggregate P.O. \$ 1,000,000 Occurrence/Aggregate | Federal Insurance Company |
| B.) Auto Liability | \$ 1,000,000 CSL | Federal Insurance Company |
| C.) Aviation | \$50,000,000 CSL | Associated Aviation Underwriters |

For the attention of F. Nasella.
Marsh & McLennan Incorporated,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

3328971666

6

Please examine this document carefully
and advise us immediately if it is incorrect
or does not meet our requirements.

W.R. GRACE & COMPANY

| <u>COVERAGE</u> | <u>LIMIT</u> | <u>CARRIER</u> |
|---|---|-------------------------------|
| <u>INTEREST OF EASTERN COAL SPLIT VENTURE</u> | | |
| C.) Employers Liability | | |
| 1) Repco Energy Company a) Coal Mines | \$ 500,000 | Old Republic |
| b) Helicopter Pilot | \$ 500,000 | Aetna Casualty & Surety |
| 2) Terry Eagle Coal Company | \$ 500,000 | Federal Insurance Co. |
| 3) Paramount Coal Company | \$10,150,000 WC & EL Excess of \$ 350,000 Self Insured Retention | Various |
| 4) GH Management Inc. and Neville Coal Sales | \$ 500,000 | Commercial Union |
| E.) Umbrella Excess Liability* | \$50,000,000 | Various |

* This Policy includes all of the above Eastern Coal coverages within the underlying schedule including Paramount Mining's excess W.C. program.

N.B. 47-1/2% of the above limits apply to Grace interest and NMA 1687 (as amended) applies hereon.

For the attention of F. Nasella.
Marsh & McLennan Incorporated;
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

3328971667

9

Not exclusive and subject to change
and subject to normal reinsurance
or reinsurance reinsurance

100.00% (24.73% WALTERCOX INSURANCE COMPANY LIMITED
(10.75% EL PASO INSURANCE COMPANY LIMITED
(18.82% DART & KRAFT INSURANCE COMPANY LIMITED
(8.06% LOUISVILLE INSURANCE COMPANY LIMITED
(6.45% LUDGATE INSURANCE COMPANY LIMITED
(8.61% BERMUDA FIRE & MARINE INSURANCE COMPANY LIMITED
(10.75% "WINTERHURT SWISS INSURANCE COMPANY
(9.68% MUTUAL REINSURANCE COMPANY LIMITED
(2.15% COMPAGNIE EUROPEENNE D'ASSURANCES
INDUSTRIELLES S.A.
(per H.S. Weavers (Underwriting) Agencies Ltd.

Hereon 100.00%

* These Companies allow Federal Excise Tax.

For the attention of F. Nasella.
Marsh & McLennan Incorporated,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

W.R. GRACE & CO.
UNBILLED/EXCESS LIABILITY RIMMIT EFFECTIVE JUNE 10, 1992

Policy Participation Premium

| | | |
|--|---|---|
| <u>First Layer - \$5.0 Million Excess of Primary Liability</u> | | |
| Lloyd's & British Companies | KY017502 0HB950219 | \$ 4,000,000 \$ 1,000,000 \$ 950,000 |
| Transit Casualty Co. | 01014082 | -\$ 3,500,000 \$ 775,000 |
| Arwright Ponton (Charterer's Liability) | | 16,750 |
| Second Layer - \$20.0 Million Excess of \$50.0 Million (Unbilledable) | | |
| XL & British Companies Tr. Jit Casualty Co. Granite State | KY017782 SC0956259 6482-5442 | \$ 11,250,000 \$ 4,750,000 \$ 4,000,000 \$ 55,000 |
| Third Layer - \$50.0 Million Excess of \$25.0 Million | | |
| Lloyd's & British Companies AIG Hartford Accident & Ind. Co. Franklin State Franklin Cas. Gerling Konzern National Union Integrity Guaranty Ins. Co. | KY017882 75-102158 10X5102369 6482-5443 SC0956260 49/6409/01 960 31 33 XL204091 0950030 | \$ 16,000,000 \$ 4,000,000 \$ 1,500,000 \$ 10,000,000 \$ 14,000,000 \$ 1,000,000 \$ 1,000,000 \$ 2,000,000 \$ 500,000 \$ 150,000 |
| | | \$ 48,000 12,000 4,500 30,000 42,000 3,000 3,000 6,000 1,500 |

*Total Layer Rate - .0585 per thousand sales
 **Total Layer Rate - .0350 per thousand sales

3328971669

Fourth Layer - \$75.0 Million Excess
of \$75.0 Million

| | <u>Policy #</u> | <u>Participation</u> | <u>Premium</u> |
|----------------------------|-----------------|----------------------|-----------------|
| Lloyds & British Companies | KY017982 | \$10,000,000 | \$12,500 |
| Transit Casualty | SC01956261 | 4,000,000 | 5,000 |
| American Centennial | CC005317 | 5,000,000 | 6,250 |
| National Union | 960133 | 16,000,000 | 20,000 |
| Travel Mutual | 0109 | 3,000,000 | 3,750 |
| State | 64825444 | 13,500,000 | 16,875 |
| Hartford Acc. & Ind. Co. | 10X502370 | 3,000,000 | 3,750 |
| Firemans Fund | XUX1532480 | 4,000,000 | 5,000 |
| Continental Ins. Co. | 462023979 | 4,000,000 | 5,000 |
| Midland Ins. Co. | XL 739 548 | 3,000,000 | 3,750 |
| Birmingham Fire | SE 6073957 | 2,000,000 | 2,500 |
| Guarantee Ins. Co. | 0950031 | 3,000,000 | 3,750 |
| Allianz | C73 000 25 | 1,000,000 | 1,250 |
| Zurich Ins. Co. | 21B 7631-82-C | 3,500,000 | 4,375 |
| | | <u>\$75,000,000</u> | <u>\$93,750</u> |

3328971670

Fifth Layer - \$100.0 Million Excess
of \$150.0 Million

| | <u>Policy #</u> | <u>Participation</u> | <u>Premium</u> |
|-------------------------|-----------------|----------------------|----------------|
| AIU | | | |
| Buffalo Re | 75-107159 | \$ 7,000,000 | \$ 3,500 |
| Continental Cas. Co. | BNS0A040 | 10,000,000 | 5,000 |
| Continental Ins. Co. | 1785036 | 10,000,000 | 5,000 |
| Civex, Inc. Co. | 58X 1591702 | 15,000,000 | 7,500 |
| F. W.анс Fund | HEC1199602 | 10,000,000 | 5,000 |
| FEICO | XIX1512481 | 11,000,000 | 5,500 |
| London Guarantee & Acc. | GXU 30152 | 10,000,000 | 5,000 |
| Integrity Ins. Co. | LX1898010 | 5,000,000 | 2,500 |
| Mission | XU204091 | 3,000,000 | 1,500 |
| National Union | N885801 | 5,000,000 | 2,500 |
| Protective Nat'l. | 960 31 33 | 9,000,000 | 4,500 |
| | XUB 180-71-08 | \$ 5,000,000 | 2,500 |
| | | \$100,000,000 | \$50,000 |
| Program Totals | | \$250,000,000 | \$1,060,500 |

Bowring

ADDENDA
Attaching to or forming part of Cover Note No.

3328971671

C.T. BOWRING & CO. (INSURANCE) LTD.
Lloyd's Brokers

Please examine this document carefully
and advise us immediately if it is incorrect
or does not meet your requirements.

P.O. BOX 145,
THE BOWRING BUILDING,
TOWER PLACE,
LONDON EC3P 3SE
(Registered Office)

TELEPHONE: 01-283 3100
TELEGRAMS: BOWINSUR
LONDON EC3
TELEX: 882191
Registered No. 78170 London

10th August, 1982.

Date.....
VAT No. 244 251778

In accordance with your instructions we have arranged cover as follows:

A/C W.R. GRACE & COMPANY ETAL

With effect from inception the companies underwritten for by H.S. Weavers
(Underwriting) Agencies Ltd are amended to read:-

100.00% (31.18% WALBROOK INSURANCE COMPANY LIMITED
(10.75% EL PASO INSURANCE COMPANY LIMITED
(18.82% DART & KRAFT INSURANCE COMPANY LIMITED
(8.06% LOUISVILLE INSURANCE COMPANY LIMITED
(8.61% BERMUDA FIRE & MARINE INSURANCE COMPANY LIMITED
(10.75% "WINTERTHUR" SWISS INSURANCE COMPANY
(9.68% MUTUAL REINSURANCE COMPANY LIMITED
(2.15% COMPAGNIE EUROPEENNE D'ASSURANCES
(INDUSTRIELLES S.A.
(per H.S. Weavers (Underwriting) Agencies Ltd.

Hereon

100.00%

* (These Companies allow Federal Excise Tax).

Marsh & McLennan Incorporated,
1221, Avenue of the Americas,
New York,
N.Y. 10020
U.S.A.

All Other Terms and Conditions Remaining Unchanged

C.T. BOWRING & CO. (INSURANCE) LTD.

WPA Clark

BLANKET EXCESS LIABILITY POLICY
(FOLLOWING FORM)

Coverage is provided in the Company designated by number, a stock insurance Company (herein called the Company)

DECLARATIONS

1. INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE)



FIREMAN'S
FUND
INSURANCE
COMPANIES
MAIL ADDRESS
SAN FRANCISCO
CALIFORNIA

01 FIREMAN'S FUND

INSURANCE COMPANY

SAN FRANCISCO, CALIFORNIA

18 THE AMERICAN

INSURANCE COMPANY

PARSIPPANY, NEW JERSEY

07 NATIONAL SURETY

CORPORATION

CHICAGO, ILLINOIS

13 ASSOCIATED INDEMNITY

CORPORATION

SAN FRANCISCO, CALIFORNIA

15 AMERICAN AUTOMOBILE

INSURANCE COMPANY

CREVE COEUR, MISSOURI

POLICY PERIOD:

ITEM 2.

INCEPTION (MO. DAY YR.)

EXPIRATION (MO. DAY YR.)

12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.

ITEM 3.

LIMIT OF LIABILITY:

| | |
|----|-----------------|
| \$ | EACH OCCURRENCE |
| \$ | AGGREGATE |

ITEM 4.

UNDERLYING INSURANCE LIMIT OF LIABILITY

| | |
|----|-----------------|
| \$ | EACH OCCURRENCE |
| \$ | AGGREGATE |

ITEM 5.

PREMIUM BASIS

\$

ITEM 6.

ADVANCE PREMIUM: \$

ANNUAL MINIMUM PREMIUM: \$

THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY SHALL RECEIVE AND RETAIN NOT LESS THAN \$
THE POLICY MINIMUM PREMIUM.

ITEM 7. SCHEDULE OF UNDERLYING INSURANCE:

FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

1. **Coverage.** To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereinafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.

2. **Limit of Liability.** The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said applying policy or policies solely by reason of losses paid therefor or on account of occurrences during this policy period, this

policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. **Policy Period.** This policy applies only to occurrences which take place during the policy period.

DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

CONDITIONS

1. **Maintenance of Primary Insurance.** The Insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (apply-

(Continued on Page Two)

COUNTERSIGNATURE DATE

COUNTERSIGNATURE OF AUTHORIZED AGENT